

# **MINNEAPOLIS SKI CLUB WAIVER, RELEASE AND INDEMNITY AGREEMENT**

*(This document affects your legal rights. Please read carefully before signing.)*

The Member or Additional Members named on the front of this document (collectively referred to as "Member"), understand that cross country skiing, ski jumping, roller skiing, running, plyometrics and other forms of training for (including attendance at training camps), or participating in competition for, or training, coaching, instructing or supervising, or travel in connection with, such activities (hereinafter collectively referred to as "Activity" or "Activities"), involve many known and unknown risks, dangers and hazards, and that injuries of all types, including severe injuries and even death may result from participation in the Activities. Member also understands that personal training, coaching, instruction, supervision and transportation by the Minneapolis Ski Club, its affiliates, agents, officers, directors, members, volunteers, employees, coaches, contractors, representatives, the United States Ski and Snowboard Association, the Central Cross Country Ski Association, other governing bodies, local ski clubs, competition organizers, sponsors, and ski facility operators or any other type of facility operators (hereinafter collectively referred to as "MSC") do not and cannot guarantee Member's safety while participating in the Activities.

Nevertheless, and in consideration of Member being allowed to participate in the Activities, and with full knowledge and understanding of the many known and unknown risks, dangers and hazards involved in participating in the Activities, Member agrees as follows:

1. To the fullest extent allowed by law, and subject to the limitations set forth below in Paragraph 9, Member agrees to unconditionally accept and fully assume the risk Member may suffer temporary, permanent or even fatal injuries and property damage (collectively "Claims") as a result of or related to participation in the Activities and waive all Claims against MSC as a result of such injuries and damages, due to any cause whatsoever, including negligence and/or breach of any express or implied warranty on the part of MSC. Member also agrees to waive all subrogation rights with respect to any such Claims.
2. To the fullest extent allowed by law, and subject to the limitations set forth below in Paragraph 9, Member agrees to unconditionally hold harmless, defend (with legal counsel acceptable to MSC) and indemnify MSC from any claim for any loss, damage, expense, injury or death suffered by any person as a result of or related to participation in any Activity in which MSC is involved in any way, due to any cause whatsoever, including, but not limited to, negligence and/or breach of any express or implied warranty on the part of MSC.
3. Member agrees to wear appropriate protective equipment while engaged in the Activities and to relieve MSC of any duty to protect Member from harm in connection with any Activity in which MSC is involved in any way.
4. Member authorizes MSC to obtain medical care for, or transport Member to a medical facility or hospital if, in the opinion of MSC, medical attention is required. Member further agrees to pay all costs associated with such medical care and related transportation and shall hold harmless, defend (with an attorney acceptable to MSC) and indemnify MSC of and from the consequences of such decisions and from any such costs incurred relating to the provision of medical care.
5. Member agrees this Agreement is integrated, shall be construed as if it were jointly negotiated and drafted, is severable, shall be construed in accordance with, and governed by the substantive law of the State of Minnesota, without reference to principles governing choice or conflict of law, and may not be modified unless done so in a writing signed by Member and Member's parent or guardian (if Member is under the age of 18).
6. Member agrees that all lawsuits for personal injury, death or property damage against MSC arising out of or related to Member's participation in the Activities must be maintained in state court in Hennepin County, Minnesota, or federal court in the District of Minnesota, and consent and agree that jurisdiction and venue for such lawsuits shall lie exclusively with such courts. Member further agree to waive my right to a jury trial with regard to any such lawsuits and to have such lawsuits tried by the Court without a jury.
7. Member agrees Member is entering into this Agreement of Member's own free will and not based on any promise, representation or agreement by MSC.
8. Member agrees this Agreement is binding on Member and Member's heirs, executors, administrators and assigns.
9. Notwithstanding anything to the contrary in this Agreement, and in accordance with Minnesota law, Member understands and agrees that nothing in this Agreement shall be construed as requiring Member to release MSC from any reckless or intentional misconduct on the part of MSC.

10/28/2010

**Signature(s) of Member(s) age 18 and older:**

Date: \_\_\_\_\_

**Signature of Parent or Guardian Required for Member(s) Under the Age of 18:**

As the parent or guardian of:

\_\_\_\_\_  
*(print name of each minor child Member)*

the minor child Member(s) named on the front of this document, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the minor child Member(s), and any other parent or guardian of the minor child Member(s), intending that they be binding on me, the minor child Member(s), and our respective heirs, executors, administrators and assigns. To the fullest extent allowed by law, and subject to the limitations set forth above in Paragraph 9, I agree to give up my right, the right of the minor child Member(s), and the right of any other parent or guardian to initiate or assert any claim or suit against MSC arising out of or related in any way to the minor child Member(s)'s participation in any Activities involving MSC. To the fullest extent allowed by law, and subject to the limitations set forth above in Paragraph 9, I further agree to hold harmless, defend (with legal counsel agreeable to MSC) and indemnify MSC of and from any claims or suits from third parties arising out of or related in any way to the minor child Member(s)'s participation in any Activities involving MSC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian Signature